

REMARKS

Reconsideration and allowance of this application are respectfully requested in view of the above amendment and the following remarks.

Claim 13 was rejected under 35 U.S.C. §112, due to a lack of antecedent for one term. The above amendment corrects this.

As a result of the restriction requirement, claims 1-60 are presently under prosecution. Claims 1, 13, 25, 37 and 49 are independent, and there is a set of dependent claims from each of these independent claims. All of the claims have been rejected under 35 U.S.C. §103(a) as being unpatentable over Talati et al., United States Patent No. 5,903,878, in view of Teper et al., United States Patent No. 5,815,665, with Murto, United States Patent No. 5,991,407 and Nikander, United States Patent No. 6,029,151 being added to the combination with regard to certain of the claims. The rejections are traversed, and reconsideration and withdrawal of them are requested.

Claims 1-3, 12, 25-27, 38-39, 49-55, and 60 have been rejected on Talati in view of Teper. Since claims 38 and 39 are dependent from independent claim 37, it appears that claim 37 should have been included in this grouping.

With regard to claims 1 and 49, the Office Action sets out elements allegedly found in Talati, and then acknowledges that Talati does not disclose transmitting the content to the user by the network operator or broker. The Office Action contends that Teper teaches this. However, Teper's network operator or broker does not transmit content to the user. The broker only handles user authentication or billing matters.

The Office Action contends that Teper's Figure 3 supports the rejection. However, Figure 3 shows that the only connections between the user and the broker are to permit the user to access a service provider directory and to view bills and update customization information. There is no disclosure of the contents being transmitted to the user by the network operator.

The operation of Teper's system is described commencing at column 3, line 5. At column 3, line 34 and following, the description states simply that as the user purchases on-line services, the service provider site sends billing events to the on-line brokering service. The on-line brokering service then applies such charges to the user's account. There is no indication that the content is sent to the user by the broker. Indeed, at column 2, line 38 Teper states that his system advantageously allows users to purchase on-line services from the service provider sites directly.

Each of claim 1, 37 and 49 (to the extent this rejection may be deemed to apply to claim 37), states that the content is transmitted to the user by the network operator. Neither Talati nor Teper shows or suggests this. Accordingly, the rejection of these independent claims and their dependent claims 2-12, 38-48, and 50-60 is inappropriate and should be withdrawn.

With further regard to claims 3, 39, and 51, the Office Action contends that Teper teaches that it is known to have a second service response value calculated by the network operator. Teper does not show this, however. At column 3, lines 5-30, Teper states that when the user attempts to access the on-line service, the service provider initiates a challenge-response authentication

sequence by sending a challenge message to the user. The user then responds by generating and returning a cryptographic response message. The service provider forwards that response message to the broker, along with the user's identification and the original challenge message. The broker accesses a brokering database to determine whether the response message was properly generated so as to authenticate the user. The broker then sends a message to the service provider indicating whether or not the user was successfully authenticated. Thus, the only thing generated by the broker is the message indicating whether or not the user was successfully authenticated.

The Office Action refers to Teper at columns 5 and 6. However, these columns simply describe software provided by the broker to the users and the service provider and steps taken by the service provider to register with the broker.

With respect to claim 13, the Office Action contends that Talati discloses transmitting a first service response value and a random number to a network operator by the content provider, and refers to Talati at column 3, lines 12-29. Claim 13 states that the content provider transmits to the network operator the first service response value, the mobile network identifier, and a random number. At column 3, lines 12-29, Talati states that the merchant or content provider generates a payment authorization request which includes a unique transaction identifier initially provided by the client or user, along with the transaction information, such as a description of the items that the client desires to purchase, credit cards, check payment information, and information on other types of

payments by means of which the items may be purchased. There is no indication of the merchant or content provider sending a random number to the transaction administrator or network operator.

With regard to claim 25, on page 15 of the present application there is described the use of a cipher key calculated by the network operator. This key is used for encrypting the content. Since this encryption key is calculated for each transaction, the content provider can be certain that the delivered content is associated with the proper transaction and cannot be decrypted by a previously acquired cipher key. Talati does not teach the use of encryption of contents. Talati teaches encryption of the communication between the transaction administrator and the client. The communication between the transaction administrator and the client relates to validation of the transaction and to the transaction identifier, but does not relate to transmission of the content. Teper likewise does not teach this. Accordingly, the rejection of claim 25 and its dependent claims 26-36 is improper and should be withdrawn.

Neither Murto nor Nikander supplies the deficiencies of Talati and Teper. Likewise, the other references of record in this application do not supply those deficiencies. It is accordingly urged that the claims distinguish patentably from the references and are allowable.

It is noted that the Office Action does not acknowledge receipt of the Request for Approval of Drawing Corrections filed August 14, 2002; however, it has been determined that the requested deletion of the comma between "N" and "2" in block 900 of Figure 13 was incorrect. Accordingly, it is requested that that

Request for Approval of Drawing Corrections be superceded by a Corrected Request for Approval of Drawing Corrections being filed herewith.

Information Disclosure Statements were filed in this application on February 23, 2000 with the filing of the application, on May 2, 2002, and on August 1, 2002. The Office Action acknowledges only the Information Disclosure Statement of August 1, 2002. Acknowledgement of consideration of the documents submitted in the other two Information Disclosure Statements is respectfully requested.

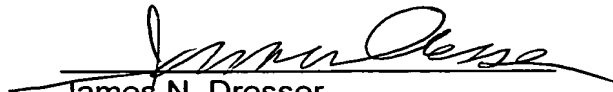
In view of the above amendment and the remarks, it is respectfully urged that all of the grounds for objection and rejection have been overcome, that the claims distinguish patentably from the references and are allowable, and that the application is in condition for allowance.

Attached hereto is a marked-up version of the changes made to the claim 13 by the current amendment. The attached page is captioned **"Version with markings to show changes made."**

To the extent necessary, Applicants petition for an extension of time under 37 CFR §1.136. Please charge any shortage in the fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No.

01-2135 (Case No. 0171.37999X00) and please credit any excess fees to such deposit account.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James N. Dresser", written over a horizontal line.

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VERSION WITH MARKINGS TO SHOW CHANGES MADE

Please amend claim 13 as follows:

13. (Amended) A method of ordering, paying for and delivering goods and services, comprising:

ordering a content having a content ID by a user selected from a content provider;

transmitting a first service response value, a mobile network identifier, and a cipher key by the user to the content provider;

transmitting the first service response value, the mobile network identifier, and [the] a random number to a network operator by the content provider;

calculating a second service response value and a cipher key by a network operator and determining if the first service response value matches the second service response value; and

transmitting the content to the user, when the first service response value matches second service response value, by the content provider.